ITEL \mathbf{RAIL}

55 Francisco San Francisco, California 94133 (415) 955-9090

Telex 34234 RECORDATION NO. 5819- X JUL 20 1983 . II ±3 AM

No.JUL 20 1983 Fee \$

JCC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Julÿ (∮, 1983

Ms. Agatha Mergenovich, Secretary Interstate Commerce Commission Washington, D.C. 20423

RECORDATION NO. 8519 JUL 20 1983 . !! 45 AM INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated April 20, 1977 (the "Lease") between Itel Corporation, Rail Division as lessor ("Itel") and the McCloud River Railroad Company as lessee (the "Lessee"), which was filed on May 11, 1977 at 1:15 p.m. and given recordation No. 8819, four counterparts each of the following two documents:

8819-1

Amendment No. 3 dated September 30, 1982 (the "Lease Amendment") to the Lease between Itel and Lessee.

8819-W Amendment No. 2 dated September 30, 1982 (the-"Sublease Amendment") to the Sublease Agreement dated February 6, 1980 between Lessee and the Seattle North Coast Railroad Company as sublessee.

The names and addresses of the parties to the aforementioned Amendment and Sublease Amendment are:

- 1. McCloud River Railroad Company P.O. Drawer A McCloud, California 96507
- 2. Seattle North Coast Railroad Company 2150 North 107th Street Seattle, Washington 98133
- 3. Itel Corporation, Rail Division 55 Francisco, 7th Floor San Francisco, California 94133

Ms. Agatha Mergenovich, Secretary July , 1983 Page Two

The equipment covered by these Amendments is one hundred (100) 50 foot, 70-ton general purpose boxcars, A.A.R. mechanical designation XP, bearing reporting marks MR 11000 through MR 11099.

Also enclosed is a check in the amount of \$20.00 for the required recording fees.

Please stamp all counterparts of the enclosed Amendments with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts of each be returned to the bearer of this letter.

Sincerely,

Patricia Salas Pineda

Counsel

PSP:dmm Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Doug Drummond Itel Corporation

8819-W L-0382

10/7/82

RECORDATION NO. 88 Filed 1429

JUL 20 1983 · 11 45 AM

INTERSTATE COMMERCE COMMENDIMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Sublease Agreement (the "Sublease") made as of February 6, 1980 between MCCLOUD RIVER RAILROAD COMPANY ("McCloud") and SEATTLE NORTH COAST RAILROAD COMPANY ("Lessee") is made this 30th day of September, 1982 by and between McCloud and Lessee.

WITNESSETH:

WHEREAS, McCloud and Lessee are parties to the Sublease pursuant to which one hundred (100) boxcars having the reporting numbers SNCT 1000-1099 (the "Boxcars") have been leased by McCloud to Lessee;

WHEREAS, McCloud and Lessee desire for their mutual convenience to change the reporting marks of the Boxcars from SNCT 1000-1099 to MR 11000-11099 for their mutual convenience;

WHEREAS, McCloud and Lessee desire to have the Boxcars as restencilled from SNCT 1000-1099 to MR 11000-11099 remain subject to the Sublease under the same terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto amend the Sublease as follows:

- 1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.
- 2. Equipment Schedule No. 1, executed on May 1, 1980, which is attached to and incorporated into the Sublease, shall be deleted in its entirety, and Equipment Schedule No. 1.A., attached hereto, shall be substituted therefor.
- Lessee shall, at its expense, remove Lessee's decals from each Boxcar and restencil the Boxcars with the railroad markings of Lessor set forth in Equipment Schedule No. 1.A., attached hereto, in compliance with all applicable regulations. Concurrent with any restencilling, Lessee shall provide McCloud with a Certificate of Restencilling (in the form of Exhibit A attached hereto) specifying the previous and current reporting marks for each Boxcar restencilled pursuant to this Amendment.
- 4. A. The mechanical designation of the Boxcars shall be changed and restencilled from "XM" to "XP" at Lessee's expense. In addition, McCloud shall, at its sole expense, modify the Boxcars structurally so that they qualify for "XP" mechanical designation pursuant to the rules of the Association of American Railroads.

ASSIGNED TO FIRST SECURITY BANK OF UTAH, N.A., TRUSTEE, UNDER A LEASE ASSIGNMENT DATED AS OF FEBRUARY 6, 1980 FIRST SECURITY BANK OF UTAH, N.A., WITH RESPECT TO CARS NUMBERED MR 11000-11099

- B. If, at any later date, McCloud should desire to change the mechanical designation of any of the Boxcars, McCloud shall be entitled to do so at its expense.
- C. If, at any later date, Lessee should desire to change the mechanical designation of any of the Boxcars (subject to the rules of the Association of American Railroads), Lessee shall be entitled to do so at Lessee's expense upon obtaining McCloud's prior written consent.
- D. Upon any restencilling and redesignation under Paragraphs 4.B. and 4.C. of this Amendment, McCloud shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and concurrent mechanical designation of each of the Boxcars.
- 5. McCloud and Lessee agree that McCloud shall place the Boxcars into an assignment pool on Lessee's railroad line under Car Service Directive 165 for the term of the Sublease so as to ensure that Lessee retains control over the Boxcars and that the Boxcars as restencilled continue to remain subject to the Sublease and available for the shipment of, inter alia, lumber and paper products. The assignment, with respect to each Boxcar, shall become effective on the date such Boxcar is restencilled pursuant to Paragraphs 3 and 4.A. of this Amendment.
- 6. Nothing set forth in this Amendment with respect to the Sublease represent a waiver by the parties hereto of any rights under the Sublease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of rejection of the Sublease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Sublease.
- 7. Except as expressly modified by this Amendment, all terms and provisions of the Sublease shall remain in full force and effect.
- 8. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

MCCLOUD RIVER RAILROAD COMPANY	SEATTLE AND NORTH COAST RAILROAD COMPANY
	By: Yaurue & Bunty
Title: President OCT 2 6 1982	Title: Euc. Vin Runder
Date:	Date: 10/21/82

ACKNOWLEDGMENT AND CONSENT

Itel Corporation, Rail Division

June 3, 1983

Date

EXHIBIT A

CERTIFICATE OF RESTENCILLING

Previous	Current		Previous	Current	
Boxcar	Boxcar	Date of	Boxcar	Boxcar	Date of
Marks	<u>Marks</u>	Restencilling	<u>Marks</u>	<u>Marks</u>	Restencilling

Seattle and North Coast Railroad Company Authorized Representative

EQUIPMENT SCHEDULE NO. 1.A.

McCloud River Railroad Company hereby subleases the following Cars to Seattle and North Coast Railroad Company subject to the terms and conditions of that certain Sublease Agreement dated as of February 6, 1980.

A.A.R.	Din			imensions			No.
Mech. Desig.	Description	Numbers	Length	Inside Width	Height	Doors Width	of Cars
XP	70-Ton General Purpose Boxcars	MR 11000- 11099	50'6"	9'6"	10'7"	8' Double Sliding	100

MCCLOU	D RIVER	RAII	ROAD
MICCEOU	D M		NUNU

COMPANY

TITLE:

DATE:

OCT 2 6 1982

SEATTLE AND NORTH COAST

RAILROAD COMPANY

TITLE: Elea Vial Print

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DATE: 10/21/82

ACKNOWLEDGMENT AND CONSENT

Itel Corporation, Ran Division

Date: June 3, 1983

STATE OF CALIFORNIA) ss:
COUNTY OF SISKIYOU)
On this
OFFICIAL SEAL GUIDO V COTTINI NOTARY PUBLIC - CALIFORNIA SISKIYOU COUNTY My comm. expires JUL 27, 1984 P. O. Box 116, McCloud, CA 96057
STATE OF Washington) ss:
On this 21 st day of October, 1982, before me personally appeared Lawrence E. Bunting, to me personally known, who being
by me duly sworn says that such person is Executive Vice President of Seattle
and North Coast Railroad Company, that the foregoing Amendment No. 2 was signed

on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and

deed of said corporation.